### Case 17-08698 Doc 1 Filed 03/20/17 Entered 03/20/17 15:53:29 Desc Main Document Page 1 of 18

Fill in this information to identify your case:		
United States Bankruptcy Court for the:		
NORTHERN DISTRICT OF ILLINOIS	_	
Case number (if known)	_ Chapter you are filing under:	
	Chapter 7	
	☐ Chapter 11	
	☐ Chapter 12	
	☐ Chapter 13	Check if this an amended filing

### Official Form 101

### **Voluntary Petition for Individuals Filing for Bankruptcy**

12/15

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Pai	rt 1:	Identify Yourself				
			About Debtor 1:		About Debtor 2 (Spouse Only in a Joint Case):	
1.	You	r full name				
	your pictu exar	e the name that is on government-issued ure identification (for nple, your driver's use or passport).	Phyllis First name  D  Middle name		First name  Middle name	
Brii ide		g your picture tification to your ting with the trustee.	Abrams Last name and Suffix (Sr., Jr., II, III)	Last name and Suffix (Sr., Jr., II, III)		
2.		other names you have d in the last 8 years				
		ide your married or den names.				
3.	you num Indi	y the last 4 digits of r Social Security ber or federal vidual Taxpayer tification number	xxx-xx-0447			

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Debtor 1 Phyllis D Abrams

Case number (if known)

		About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):  □ I have not used any business name or EINs.				
4.	Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years	■ I have not used any business name or EINs.					
	Include trade names and doing business as names	Business name(s)	Business name(s)				
		EINs	EINs				
5.	Where you live		If Debtor 2 lives at a different address:				
		7430 S. Phillips Chicago, IL 60649					
		Number, Street, City, State & ZIP Code  Cook	Number, Street, City, State & ZIP Code				
		County	County				
		If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.	If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.				
		Number, P.O. Box, Street, City, State & ZIP Code	Number, P.O. Box, Street, City, State & ZIP Code				
6.	Why you are choosing this district to file for	Check one:	Check one:				
	bankruptcy	Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.	Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.				
		☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)	☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)				

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Case number (if known)

Debtor 1 Phyllis D Abrams

Part 2: Tell the Court About Your Bankruptcy Case 7. The chapter of the Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy Bankruptcy Code you are (Form 2010)). Also, go to the top of page 1 and check the appropriate box. choosing to file under Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13 How you will pay the fee I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address. I need to pay the fee in installments. If you choose this option, sign and attach the Application for Individuals to Pay The Filing Fee in Installments (Official Form 103A). I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the Application to Have the Chapter 7 Filing Fee Waived (Official Form 103B) and file it with your petition. Have you filed for No. bankruptcy within the last 8 years? ☐ Yes. When Case number District When District Case number When Case number District 10. Are any bankruptcy ■ No cases pending or being filed by a spouse who is ☐ Yes. not filing this case with you, or by a business partner, or by an affiliate? Relationship to you Debtor When District Case number, if known Debtor Relationship to you When Case number, if known District 11. Do you rent your Go to line 12. □ No. residence? Has your landlord obtained an eviction judgment against you and do you want to stay in your residence? Yes. No. Go to line 12. Yes. Fill out Initial Statement About an Eviction Judgment Against You (Form 101A) and file it with this bankruptcy petition.

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Debtor 1 Phyllis D Abrams

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Case number (if known)

Par	t 3: Report About Any Bu	sinesses \	You Owr	as a Sole Propriet	tor	
12.	Are you a sole proprietor of any full- or part-time business?	■ No.	Go to	Part 4.		
		☐ Yes.	Name	and location of bus	iness	
	A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.		Name	e of business, if any		
	If you have more than one sole proprietorship, use a		Numb	er, Street, City, Stat	e & ZIP Code	
	separate sheet and attach it to this petition.		Chec	k the appropriate bo	x to describe your business:	
	n to and polition				ness (as defined in 11 U.S.C. § 101(27A))	
					Estate (as defined in 11 U.S.C. § 101(51B))	
					efined in 11 U.S.C. § 101(53A))	
				Commodity Broke	r (as defined in 11 U.S.C. § 101(6))	
				None of the above		
13.	Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?	If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can s deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance shee operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow in 11 U.S.C. 1116(1)(B).				
	For a definition of small	No.	I am r	not filing under Chap	iter 11.	
	business debtor, see 11 U.S.C. § 101(51D).	□ No.	I am f Code		11, but I am NOT a small business debtor according to the definition in the Bankruptcy	
		☐ Yes.	I am f	iling under Chapter	11 and I am a small business debtor according to the definition in the Bankruptcy Code.	
Dom	Domant if Vary Over an	Have Amu	Hamanda	Duomontus on Am	Property That Needs Immediate Attacking	
Par	<u> </u>		паzагис	ous Property of Any	y Property That Needs Immediate Attention	
14.	Do you own or have any property that poses or is	No.				
	alleged to pose a threat of imminent and identifiable hazard to	☐ Yes.	What is	the hazard?		
	public health or safety? Or do you own any property that needs immediate attention?			liate attention is why is it needed?		
	For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?		s the property?			
					Number, Street, City, State & Zip Code	

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Debtor 1 Phyllis D Abrams

Case number (if known)

Part 5:

Explain Your Efforts to Receive a Briefing About Credit Counseling

 Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

#### **About Debtor 1:**

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

☐ Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

□ Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

#### About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

□ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

□ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit
counseling because of:

☐ Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

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Case number (if known) Debtor 1 Phyllis D Abrams Part 6: **Answer These Questions for Reporting Purposes** Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an 16. What kind of debts do 16a. individual primarily for a personal, family, or household purpose." you have? ☐ No. Go to line 16b. Yes. Go to line 17. 16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment. ■ No. Go to line 16c. ☐ Yes. Go to line 17. 16c. State the type of debts you owe that are not consumer debts or business debts 17. Are you filing under I am not filing under Chapter 7. Go to line 18. ☐ No. Chapter 7? Do you estimate that I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses Yes. after any exempt are paid that funds will be available to distribute to unsecured creditors? property is excluded and administrative expenses No are paid that funds will be available for ☐ Yes distribution to unsecured creditors? 18. How many Creditors do 1-49 **1**,000-5,000 **25,001-50,000** you estimate that you **5**0,001-100,000 **5001-10,000** 50-99 owe? **1**0,001-25,000 ■ More than 100,000 □ 100-199 □ 200-999 How much do you □ \$1,000,001 - \$10 million □ \$500,000,001 - \$1 billion **\$0 - \$50,000** estimate your assets to □ \$10,000,001 - \$50 million □ \$1,000,000,001 - \$10 billion □ \$50,001 - \$100,000 be worth? □ \$50,000,001 - \$100 million □ \$10,000,000,001 - \$50 billion □ \$100,001 - \$500,000 □ \$100,000,001 - \$500 million ☐ More than \$50 billion □ \$500,001 - \$1 million 20. How much do you □ \$1,000,001 - \$10 million ■ \$0 - \$50.000 □ \$500,000,001 - \$1 billion estimate your liabilities □ \$50,001 - \$100,000 □ \$10,000,001 - \$50 million □ \$1,000,000,001 - \$10 billion to be? □ \$50,000,001 - \$100 million □ \$10,000,000,001 - \$50 billion **\$100,001 - \$500,000** □ \$100,000,001 - \$500 million ☐ More than \$50 billion □ \$500,001 - \$1 million Part 7: Sign Below For you I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct. If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11,12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7. If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b). I request relief in accordance with the chapter of title 11. United States Code, specified in this petition. I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571. /s/ Phyllis D Abrams Signature of Debtor 2 Phyllis D Abrams Signature of Debtor 1 Executed on Executed on March 20, 2017 MM / DD / YYYY MM / DD / YYYY

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Debtor 1 Phyllis D Abrams

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Case number (if known)

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page. I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Kevin Rouse AR	DC	Date	March 20, 2017	
Signature of Attorney for	r Debtor		MM / DD / YYYY	
Kevin Rouse ARDC				
Printed name				
Ledford, Wu & Borg	jes, LLC			
Firm name				
105 W. Madison				
23rd Floor				
Chicago, IL 60602				
Number, Street, City, State & Z	IP Code			
Contact phone <b>312-853</b>	-0200	Email address	notice@billbusters.com	
#6284394				
Bar number & State				

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Signature of Debtor 2

MM / DD / YYYY

Executed on

and 3671

Executed on

Phyllis D Abrams Signature of Debtor 1

March 20, 2017

MM/DD/YYYY

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### United States Bankruptcy Court Northern District of Illinois

		To the Hatter of Thinois		
In re	Phyllis D Abrams		Case No.	
		Debtor(s)	Chapter	7
	VE	ERIFICATION OF CREDITOR M	IATRIX	
		Number of	Creditors:	. 0
	The above-named Debtor(s) (our) knowledge.	) hereby verifies that the list of credi	tors is true and	correct to the best of my
Date:	March 20, 2017	Dabia	m	
		Phyllis D Abrams		
		Signature of Debtor		

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B2030 (Form 2030) (12/15)

# **United States Bankruptcy Court**Northern District of Illinois

In r	e Phyllis D Abrams		Case No		
		Debtor(s)	Chapter	7	
	DISCLOSURE OF COMPEN	NSATION OF ATTO	RNEY FOR D	EBTOR(S)	
1.	Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(compensation paid to me within one year before the filin be rendered on behalf of the debtor(s) in contemplation of	g of the petition in bankruptcy	, or agreed to be pai	d to me, for services rendered	or to
	For legal services, I have agreed to accept		\$	0.00	
	Prior to the filing of this statement I have received		\$	0.00	
	Balance Due		\$	0.00	
2.	\$335.00 of the filing fee has been paid.				
3.	The source of the compensation paid to me was:				
	■ Debtor □ Other (specify):				
4.	The source of compensation to be paid to me is:				
	■ Debtor □ Other (specify):				
5.	■ I have not agreed to share the above-disclosed comp	ensation with any other person	n unless they are me	mbers and associates of my law	v firm.
	☐ I have agreed to share the above-disclosed compensations copy of the agreement, together with a list of the name				. A
5.	In return for the above-disclosed fee, I have agreed to re	nder legal service for all aspec	cts of the bankruptcy	case, including:	
	<ul> <li>a. Analysis of the debtor's financial situation, and rende</li> <li>b. Preparation and filing of any petition, schedules, state</li> <li>c. Representation of the debtor at the meeting of credito</li> <li>d. [Other provisions as needed]</li> <li>Attorney's representation of debtor is cocase to pay Attorney for services render</li> <li>agreement, the court may allow Attorney</li> </ul>	ement of affairs and plan which ors and confirmation hearing, a conditioned on debtor enter and after filing of the case	th may be required; and any adjourned he ering into an agree . Should debtor fa	earings thereof; ement after the filing of the ail to enter into such an	9
7.	By agreement with the debtor(s), the above-disclosed fee Representation of the debtor in any disc one chapter to another; reopening of a c statement post-filing not due to Attorney failure to attend the meeting without a g	chargeability actions or ar closed case; judicial lien a y's fault; and attending ac	ny other adversar avoidance; amend Iditional creditors	ling a petition, list, schedu	ıle or
		CERTIFICATION			
this	I certify that the foregoing is a complete statement of any bankruptcy proceeding.	y agreement or arrangement for	or payment to me for	representation of the debtor(s)	in
ı	March 20, 2017	/s/ Kevin Rouse	ARDC		
Ī	Date	Kevin Rouse AR			
		Signature of Attorn <b>Ledford, Wu &amp; E</b>			
		105 W. Madison	_		
		23rd Floor Chicago, IL 6060	02		
		312-853-0200 F	ax: 312-873-4693		
		<u>notice@billbust</u> Name of law firm	er 9.COIII		

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## BILLBUSTERS

Ledford, Wu and Borges, LLC

105 W. Madison, 23<sup>rd</sup> Floor, Chicago, IL 60602 (312)853-0200 Fax: (312)873-4693

### **CONSULTATION AGREEMENT**

i ji	155	FOI	₹.0	FFI	CE.	USI	3	- - 18 H
Cl	ient	No		-	0	11	0	2
In	terv	iewi	ng	Atte	ome	y:	M	۷.
D	ate:_	2		28	)-	-1		)
		Ĭ						

### THIS AGREEMENT IS REQUIRED BY FEDERAL LAW (11 U.S.C. § 528(a))

- 1. Parties: In this contract, "Client" means the undersigned, both individually and jointly; "Attorney" means the law firm of Ledford, Wu & Borges, LLC and its staff attorneys.
- 2. Purpose: Client has requested the opportunity to consult with and obtain information and advice from Attorney concerning options for relief from debts, which may include filing bankruptcy. This agreement is for purposes of that consultation only.
- 3. Client's Duties: In order for Attorney to give meaningful advice, Client agrees to give accurate, honest, full and fair disclosure of financial information concerning income over the past three years from all sources, monthly living expenses, the type and amount of all debts (including names and addresses of all creditors), all assets and property owned by the client, wherever located and by whomever held, and any additional information determined by Attorney to be relevant.
- 4. Services: The attorney agrees to provide Client with the following services:
  - a. analyzing Client's financial circumstances based on information provided by Client;
  - b. to the extent possible, advising Client of bankruptcy options and non-bankruptcy options based on the information provided by Client;
  - c. if Client has not provided Attorney with sufficient information upon which to fully advise Client on Client's options, informing Client what additional information Client needs to provide in order to enable Attorney to provide such advice and information;
  - d. where applicable, advising Client of the requirements placed upon Client to file a bankruptcy; and
  - e. to the extent possible, quoting a fee for providing bankruptcy and/or nonbankruptcy assistance to Client

5. Fees (check one):
A consultation fee will be waived if Client decides not to retain Attorney, in which case the attorney-clien relationship shall terminate at the conclusion of the interview
Client agrees to pay \$ in nonrefundable consultation fee
In the event Client decides to retain Attorney, this consultation becomes billable and is covered by the legal fee charged for the case, and a new written contract, as well as a Court-Approved Retention Agreement if applicable, must be signed by Client and Attorney, which shall supersede this agreement. The new agreement(s) will also provide a detailed explanation of the parties' obligations and a breakdown of the costs.
6. Acknowledgement: Client acknowledges that the first date upon which Attorney provided any bankruptcy assistance to Client is the date noted above, and that Attorney provided Client with a copy of this agreement and the disclosure and information mandated by Section 527(b) of the Bankruptcy Code.
(x) Pate: $2-30,17$
Attorney Signature: ARDC #:

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### Disclosure Pursuant to 11 U.S.C. §527(a)(2)

You are notified:

- 1. All information that you are required to provide with a petition and thereafter during a case under the Bankruptcy Code is required to be complete, accurate, and truthful.
- 2. All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case. Some places in the Bankruptcy Code require that you list the replacement value of each asset. This must be the replacement value of the property at the date of filing the petition, without deducting for costs of sale or marketing, established after a reasonable inquiry. For property acquired for personal, family, or household use, replacement value means the price a retail merchant would charge for property of that kind, considering the age and condition of the property.
- 3. The following information, which appear on Official Form 22, Statement of Current Monthly Income, are required to be stated after reasonable inquiry: current monthly income, the amounts specified in section 707(b)(2), and, in a case under chapter 13 of the Bankruptcy Code, disposable income (determined in accordance with section 707(b)(2)).
- 4. Information that you provide during your case may be audited pursuant to provisions of the Bankruptcy Code. Failure to provide such information may result in dismissal of the case under this title or other sanction, including criminal sanctions.

### IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of the creditors where you may be questioned by a court official called a 'trustee' and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation hearing on your plan which will be before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than chapter 7 or chapter 13, you will want to find out what should be done from someone familiar with that type of relief.

Print Name:

Document

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LEDFORD, WU & BORGES, LLC

105 W. Madison, 23rd Floor, Chicago, IL 60602

(312) 853-0200 Fax: (312) 873-4693

### ATTORNEY RETENTION CONTRACT

FOR OFFICE USE (7) Client No. 70/10
Responsible attorney: 200

1. Parties. In this contract, "Client" means the undersigned, both individually and jointly; "Attorney" means the law firm of Ledford, Wu & Borges, LLC. and its staff attorneys. This contract shall supersede any prior contracts and agreements between the parties to the extent of any inconsistencies.
2. Services and Fees: Client retains Attorney for the following services:  Chapter 7: (Split Fee): Client retains Attorney to counsel and represent Client for all purposes in the bankruptcy case, subject to exceptions in section 3. However, Attorney's representation of Client is conditioned on Client entering into an agreement after the filing of the case to pay Attorney for services rendered after the filing of the case. Should Client fail to enter into such an agreement, the court may allow Attorney to
withdraw from representation of Client on motion of Attorney.  Pre-filing Legal Fees \$ Pre-filing Expenses \$ Filing Fee \$335.00/Installments: Total Pre-Filing \$ Section 1. It is anticipated that Client will enter into a post-filing agreement with Attorney for representation through bankruptcy discharge. Client aeknowledges that there is no obligation to enter into such an agreement and that any anticipated fees are not agreed to at this time.  Anticipated Post-Filing Fees & Expenses (A separate post-filing contract is required): \$ 14.5
Chapter 7 (Complete fee): \$ PLUS \$335 filing fee (court cost): Total Pre-Filing \$ Payments: Total Due Pre-filing: \$ 395 less retainer received: \$ 395 less r
The legal fee is an \( \Delta\) advance payment retainer \( \Delta\) security retainer \( \Delta\) classic retainer, and is a flat fee unless otherwise stated. Attorney is unable to represent Client with a classic or security retainer, as that would be within the reach of Client's creditors. Should hourly billing be necessary, Attorney's billing rates are \$350-\$400/hour for partners, \$300/hour for associates, and \$90/hour for law clerks. The filing fee, expenses
and billing rates subject to change at any time.  The legal fee covers the initial consultation and all subsequent work agreed to above. All fees above are to be paid in full before filing. The
case may be closed if the fees are not paid timely. Additional legal fees and court costs may apply, and a separate contract may be required, in the event of conversion from one chapter to another, amending required documents, attending additional creditors' meetings, reopening of a closed case, unnecessary work caused by Client's delay, or any other fact not known to Attorney in writing at the time of the initial consultation that complicates the case. NSF checks will be assessed a \$30 fee.
3. Scope of Representation: (a) Attorney will counsel and represent Client in all aspects of the above matter as elected in Paragraph 2 EXCEPT: (1) adversary proceedings;
(2) § 722 redemption; (3) judicial lien avoidance; (4) post-discharge litigation; (5) appeals; (6) other
(b) Attorney may agree, but is not obligated, to represent Client in the above excluded matters for an additional fee, to be agreed upon separately by the parties with a separate retention agreement.
Initial Consultation. Client acknowledges that Attorney has explained the following (please initial):
The options of Chapter 7 and Chapter 13 and that Client has made the choice identified in Paragraph 2  The concepts of exemption, discharge and dischargeability, and pre-filing and post-filing procedures
The difference among various types of retainer and that Client has made the choice identified in Paragraph 4
TIME IS OF THE ESSENCE. Any delay on Client's part may disqualify Client for the type of relief elected or otherwise adversely affect Client's case. Attorney may not be able to file the case, or take other necessary actions, until all requested documents and/or
information, including but not limited to a certificate of credit counseling, are received by Attorney
Client understands that the advice given during the initial consultation is preliminary and based on the information available at the time, and may change as the case is further analyzed, more facts discovered, or Client's circumstances or the law changed.
5. Client's Duties. Client agrees, during the course of representation, to:
<ul><li>(a) provide Attorney with full, accurate and timely information, financial and otherwise;</li><li>(b) follow Attorney's procedures and cooperate with Attorney in providing requested documents;</li></ul>
(c) promptly inform Attorney of any change of address, phone number, e-mail address or employment, or activation of military duty;
(d) inform Attorney before buying, selling, refinancing or transferring any real or personal property in which Client has an interest, and before incurring any debt, including but not limited to applying for any loan, credit card or line of credit, or using an existing credit card; and
(e) promptly inform Attorney if Client becomes entitled to an inheritance, an asset as a result of a property settlement agreement with Client's
spouse or a divorce decree, life insurance proceeds, or a monetary judgment, award or settlement.  6. Co-counsel. Client understands that more than one attorney may work on this case. Where necessary, Client agrees to employ one or more
of the following outside counsel, at Attorney's expense, to work on this case: Kathleen W. Vaught, Kelly M. Johnson, Wayne J. Skelton, Christina
Banyon, David Hall Carter, Derek Lofgren and/or
7. Termination. Client may discharge Attorney at any time, subject to payment of any fee owed for the services already rendered. Attorney may terminate the representation as permitted by the Illinois Rules of Professional Conduct and Local Bankruptcy Rules. Any flat fee for a bankruptcy case is advance payment for future services, becomes Attorney's property upon receipt, and is nonrefundable upon filing of the
petition. In the event the representation is terminated by either party before filing and Client has paid Attorney more than \$300, Attorney will
provide Client with a detailed itemization of the services rendered in support of any fee charged at the rate set forth in Paragraph 2, Client will reimburse Attorney for any expenses, including those that otherwise would be free of charge, and Client authorizes Attorney to apply the filing
fee and any payment for expenses that have not been incurred towards the attorney's fee, subject to the requirements set forth herein.
X Date: 3 118 117

Ace Cash Service 3531 P St. NW Miami, OK 74355

Arnold Scott Harris, P.C. 111 W. Jackson Blvd Ste 600 Chicago, IL 60604

AT&T Bankruptcy Dept P.O. Box 8212 Aurora, IL 60572

Bank of America POB 30137 Tampa, FL 33630

Capital One Attn: General Correspondence/Bankruptcy Po Box 30285 Salt Lake City, UT 84130

Chase PO Box 15153 Attn: Bankruptcy Dept. Wilmington, DE 19886-5153

Cincinnati Insurance Co c/o Matek and Mazar LLC 77 W. Washington, Suite 1313 Chicago, IL 60602

City of Chicago Dept of Revenue P.O. Box 88292 Chicago, IL 60680-1292

City of Chicago Corporate Counselor 121 N. LaSalle Street Suite 600 Chicago, IL 60602

City of Chicago Dept. of Finance PO Box 6330 Chicago, IL 60680

ComEd 3 Lincoln Center Attn: Bkcy Group-Claims Department Oakbrook Terrace, IL 60181

Convergent Outsoucing, Inc Po Box 9004 Renton, WA 98057

Credit Management 4200 International Parkway Carrollton, TX 75007

Credit Union One PO Box 100 Rantoul, IL 61866

Credit Union One 450 E. 22nd St. Lombard, IL 60148

Dept Of Ed/582/nelnet Attn: Claims/Bankruptcy Po Box 82505 Lincoln, NE 68501

Deville Mgmt 1132 Glade Road Colleyville, TX 76034

Dress Barn PO Box 659704 San Antonio, TX 78265-9704

Fast Cash 2533 N. Carson St., Box 5600 Carson City, NV 89706

FAST CASH C/O DAVID J AXELROD 1448 OLD SKOKIE ROAD HIGHLAND PARK, IL 60035 Fast Cash Advance c/o Solomon & Leadley 320 East indian Trail Aurora, IL 60506

Fast Cash Advance, Inc c/o Theofanis Lazarikos, reg agent 10311 Roosevelt Rd Upper Westchester, IL 60154

Felicia Common c/o Melanie C King

First Premier Bank 601 S Minneaplois Ave Dious FDalls, SD 57104

Honor Finance 909 Davis St Ste 260 Evanston, IL 60201

Interstate Bankers 222 Merchadise Mart Plaza Suite 960 Chicago, IL 60654

James Davis 8824 S. Loomis, 1st Floor Chicago, IL 60620

Jh Portfolio Debt Equities LLc 5757 Phantom Dr Ste 225 Hazelwood, MO 63042

Masseys P.O. Box 2822 Monroe, WI 53566

Massy Catalog

Monroe And Main 1112 Seventh Ave. Monroe, WI 53566 Montgomery Ward PO Box 105997 Atlanta, GA 30353-5997

Payday One 2207 Concord Pike, #604 Wilmington, DE 19803

Payday One P.O. Box 101842 Fort Worth, TX 76185

Peoples Gas Light & Coke Company 200 East Randolph Street Chicago, IL 60601

Phyliss Davis c/o Matek & Mazar, LLC 77 W Washington Suite 1313 Chicago, IL 60602

PLS 9920 S. Western Chicago, IL 60643

Quick Click Loans PO Box 5040 Alpharetta, GA 30023

Quicken Loans P.O. Box 6577 Carol Stream, IL 60197

Quinn Smith 8829 S. Colfax Chicago, IL 60617

Secretary of State Safety & Financial 2701 S. Dirksen Parkway Springfield, IL 62723

Show PO Box 5161 Sioux Falls, SD 57107

Speedy Cash 3611 N. Ridge Wichita, KS 67205

Speedy Cash 1552 W. 119th Street Chicago, IL 60643

Terrance Wright c/o Interstate Banker 222 Merchadise Mart Chicago, IL 60654

US Cellular PO Box 0203 Attn: Bankruptcy Dept. Palatine, IL 60055-0203

Wide Open West PO Box 5715 Carol Stream, IL 60197

Wide Open West PO Box 118288 Carrollton, TX 75011-8288

WOW! Internet Cable and Phone PO Box 4350 Carol Stream, IL 60197